

DANIEL G. BOGDEN  
 United States Attorney  
 Nevada State Bar No. 2137  
 MICHAEL A. HUMPHREYS  
 Assistant United States Attorney  
 Lloyd D. George United States Courthouse  
 333 Las Vegas Boulevard South, Suite 5000  
 Las Vegas, Nevada 89101  
 Email: *MichaelHumphreys@usdoj.gov*  
 Telephone: (702) 388-6336  
 Facsimile: (702) 388-6787  
 Counsel for Plaintiff

**UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	2:13-CV-1691-LDG-(GWF)
	)	
\$257,497.93 IN UNITED STATES	)	
CURRENCY,	)	
	)	
Defendant.	)	

**SETTLEMENT AGREEMENT FOR ENTRY OF JUDGMENT OF FORFEITURE AS TO  
 \$257,497.93 AND ORDER**

The United States and Feng Zheng, by and through her counsel, Patricia Marr, agree as follows:

1. This case is a civil forfeiture action seeking to forfeit \$257,497.93 in United States Currency under Title 21, United States Code, Section 881(a)(6) and Title 18, United States Code, Section 981(a)(1)(A) and (C).

2. Feng Zheng knowingly and voluntarily agrees to the civil judicial forfeiture of the \$257,497.93 in United States Currency.

3. Feng Zheng knowingly and voluntarily agrees to forfeit the \$257,497.93 in United States Currency to the United States.

1           4. Feng Zheng knowingly and voluntarily agrees to relinquish all right, title, and interest in the  
2 \$257,497.93 in United States Currency.

3           5. Feng Zheng knowingly and voluntarily agrees to waive her right to any civil judicial forfeiture  
4 proceedings ("proceedings") concerning the \$257,497.93 in United States Currency.

5           6. Feng Zheng knowingly and voluntarily agrees to waive service of process of any and all  
6 documents filed in this action or any proceedings concerning the \$257,497.93 in United States Currency  
7 arising from the facts and circumstances of this case.

8           7. Feng Zheng knowingly and voluntarily agrees to waive any further notice to her, her agent, or  
9 her attorney regarding the forfeiture and disposition of the \$257,497.93 in United States Currency.

10          8. Feng Zheng knowingly and voluntarily agrees not to file any claim, answer, petition, or other  
11 documents in any proceedings concerning the \$257,497.93 in United States Currency.

12          9. Feng Zheng knowingly and voluntarily agrees to withdraw any claims, answers,  
13 counterclaims, petitions, or other documents she filed in any proceedings concerning the \$257,497.93 in  
14 United States Currency.

15          10. Feng Zheng knowingly and voluntarily agrees to waive the statute of limitations, the CAFRA  
16 requirements, Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions A, C,  
17 E, and G, 18 U.S.C. § 983, the constitutional requirements, and the constitutional due process  
18 requirements of any forfeiture proceedings concerning the \$257,497.93 in United States Currency.

19          11. Feng Zheng knowingly and voluntarily agrees to waive her right to a trial on the forfeiture of  
20 the \$257,497.93 in United States Currency.

21          12. Feng Zheng knowingly and voluntarily agrees to waive (a) all constitutional, legal, and  
22 equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim concerning,  
23 and (c) any claim or defense under the Eighth Amendment to the United States Constitution, including,  
24 but not limited to, any claim or defense of excessive fines or cruel and unusual punishments in any  
25 proceedings concerning the \$257,497.93 in United States Currency.  
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1           13. Feng Zheng knowingly and voluntarily agrees to the entry of a Judgment of Forfeiture of the  
2 \$257,497.93 in United States Currency to the United States.

3           14. Feng Zheng understands that the forfeiture of the \$257,497.93 in United States Currency  
4 shall not be treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any other  
5 penalty that may be imposed on Feng Zheng in addition to forfeiture.

6           15. Feng Zheng knowingly and voluntarily agrees to the conditions set forth in this Settlement  
7 Agreement for Entry of Judgment of Forfeiture as to Feng Zheng and Order ("Settlement Agreement").

8           16. Feng Zheng knowingly and voluntarily agrees to hold harmless the United States, the United  
9 States Department of Justice, the United States Attorney's Office for the District of Nevada, the Internal  
10 Revenue Service, their agencies, their agents, and their employees from any claim made by Feng Zheng  
11 or any third party arising out of the facts and circumstances of this case.

12           17. Feng Zheng knowingly and voluntarily releases and forever discharges the United States, the  
13 United States Department of Justice, the United States Attorney's Office for the District of Nevada, the  
14 Internal Revenue Service, their agencies, their agents, and their employees from any and all claims,  
15 rights, or causes of action of any kind that Feng Zheng now has or may hereafter have on account of, or  
16 in any way growing out of, the seizures and the forfeitures of the property in the civil judicial forfeiture.

17           18. Feng Zheng knowingly and voluntarily acknowledges, understands, and agrees that (a)  
18 federal law requires the Department of the United States Treasury and other disbursing officials to offset  
19 federal payments to collect delinquent tax and non-tax debts owed to the United States and to individual  
20 states (including past-due child support); (b) if an offset occurs to the payment to be made pursuant to  
21 this agreement, they will receive a notification from the Department of the United States Treasury at the  
22 last address provided by them to the governmental agency or entity to whom the offset payment is made;  
23 (c) if they believe the payment may be subject to an offset, they may contact the Treasury Department at  
24 1-800-304-3107; (d) the terms of this settlement do not affect the tax obligations fines, penalties, or any  
25 other monetary obligations owed to the United States or an individual state; and (e) the exact sum  
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1 delivered to Patricia Marr, on behalf of her, may well be a lesser sum, if the Treasury Offset Program  
2 reduces the amount in satisfaction of a debt obligation.

3 19. After the property is forfeited in the civil case and the United States District Court has signed  
4 the Settlement Agreement concerning the property, within a practicable time thereafter for the United  
5 States, the United States agrees to release to Feng Zheng one payment of \$78,542.92 less any debt owed  
6 to the United States, any agency of the United States, or any debt in which the United States is authorized  
7 to collect, through Patricia Marr. Feng Zheng knowingly and voluntarily agrees to fill out the  
8 Department of the United States Treasury Automated Clearing House ("ACH") form accurately and  
9 correctly and submit it to the United States Attorney's Office so that the payment of the money can be  
10 disbursed by electronic fund transfer. Feng Zheng knowingly and voluntarily agrees the \$78,542.92 may  
11 be offset by any debt owed to the United States, any agency of the United States, or any debt in which the  
12 United States is authorized to collect.

13 20. Each party acknowledges and warrants that its execution of the Settlement Agreement is free  
14 and is voluntary.

15 21. The Settlement Agreement contains the entire agreement between the parties.

16 22. Except as expressly stated in the Settlement Agreement, no party, officer, agent, employee,  
17 representative, or attorney has made any statement or representation to any other party, person, or entity  
18 regarding any fact relied upon in entering into the Settlement Agreement, and no party, officer, agent,  
19 employee, representative, or attorney relies on such statement or representation in executing the  
20 Settlement Agreement.

21 23. The persons signing the Settlement Agreement warrant and represent that they have full  
22 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf  
23 they are signing, to the terms of the Settlement Agreement.

24 24. This Settlement Agreement shall be construed and interpreted according to federal forfeiture  
25 law and federal common law. The jurisdiction and the venue for any dispute related to, and/or arising  
26

1 from, this Settlement Agreement is the unofficial Southern Division of the United States District Court  
2 for the District of Nevada, located in Las Vegas, Nevada.

3 25. Each party shall bear her or its own attorneys' fees, expenses, costs, and interest.

4 26. This Settlement Agreement shall not be construed more strictly against one party than against  
5 the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the  
6 parties; it being recognized that both parties have contributed substantially and materially to the  
7 preparation of this Settlement Agreement.

8 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause  
9 for the seizure and forfeiture of the \$257,497.93 in United States Currency.

10 DATED: 1/26/16

11 PATRICIA A. MARR, LTD.

12   
13 PATRICIA A. MARR  
14 Counsel for Feng Zheng

15 DATED: 11/6/15

16   
17 FENG ZHENG  
18  
19  
20  
21

DATED: January 27, 2016

DANIEL G. BOGDEN  
United States Attorney

  
MICHAEL A. HUMPHREYS  
Assistant United States Attorney

22 IT IS SO ORDERED:

23   
24 UNITED STATES DISTRICT JUDGE  
25 LLOYD D. GEORGE  
26

DATED: 29 January 2016